



MULTNOMAH COUNTY, OREGON

DEPARTMENT OF COMMUNITY SERVICES LAND USE & TRANSPORTATION PROGRAM RIGHT-OF-WAY PERMIT SECTION 1620 SE 190TH AVENUE PORTLAND, OREGON 97233 503-988-3582 - FAX: 503-988-3389	APPLICATION FOR A PERMIT TO USE PUBLIC ROAD RIGHT OF WAY UNDER THE JURISDICTION OF MULTNOMAH COUNTY	(COUNTY TO FILL OUT THIS SECTION) Permit No. _____ District: _____ County Maintained: _____ Application Fee: _____ Deposit: _____ Check No.: _____ Ins. Req'd: _____
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FOR APPLICANT: (Please print)

Name: _____ E-mail Address: _____
 Address: _____ Phone/Fax: _____
 _____ Contact Person: _____

ROADS AND LOCATIONS COVERED BY THIS PERMIT:

Road	Specific Location	Side of Road	Distance from		Buried Cable or Pipe	
			Center Line	R/W Line	Depth	Size & Kind

GENERAL APPLICATION/PERMIT TERMS:

1. Upon approval of this Application by Multnomah County by the indicated signature below, this page shall become the first page of the Permit and the Applicant shall become the "Permittee."
2. Permittee must notify Multnomah County at 503-988-3582, at least one business day (24 hours) before commencing work under this permit.
3. Except as allowed under the Multnomah County Road Rules Section 18, Subsection 18.250, Permittee must complete any authorized demolition, installation, construction, placement, or similar work activities in the road right-of-way not later than 120 days after Permit Effective Date. Any extension of time beyond that period is subject to the sole discretion of Multnomah County.
4. Any Permit issued pursuant to this Application shall be applicable only to the specific public road right(s)-of-way under the Jurisdiction of Multnomah County authorized and identified herein. Applicant must obtain an additional permit or consent from Multnomah County for the use of any other public road right(s)-of-way under the County's Jurisdiction.
5. Applicant must obtain the consent from the appropriate authority for the use of any roads, highways, and streets that are not under Multnomah County's Jurisdiction.
6. This Permit shall not be effective until a construction plan; specifications or other similar documentation has been reviewed and approved by the County Engineer or designate and incorporated into the Permit.
7. This Permit includes the "**Permit Provisions**" attached hereto and which are incorporated by this reference.
 (Authority: ORS 374.305-ORS 374.330; MCC Chapters 27 and 29)

<p>APPLICANT: By the authorized signature below, Applicant (Permittee) accepts and agrees to all the requirements, terms, conditions and provisions of this Permit.</p> <p>Authorized Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date of Application: _____</p>	<p>MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY SERVICES:</p> <p>Permit Approved By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Permit Effective Date: _____</p>
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RIGHT-OF-WAY USE PERMIT PROVISIONS

1. (A) This Permit is issued by Multnomah County as a jurisdictional authority (hereinafter “County”) over the Right-of- Way described on Page 1 of this Permit (the “Right-of-Way”) to the Permittee (County and Permittee hereinafter collectively referred to as the “Parties”) and controls all aspects of the Right-of-Way Use(s) set forth on Page 1, and as further provided in and subject to:

1. If applicable, **Exhibit A**, which shall consist of any plans, specifications, drawings, or other design documents (collectively referred to as the “Plans”) attached hereto, or as the Parties agree in writing to amend or revise said **Exhibit A** and which shall not be changed, altered, or modified without first obtaining the written consent of the County Engineer or the County Engineer’s designate;
2. If applicable, the Miscellaneous Provisions in Section 15.A. or as renumbered in this document;
3. To the extent applicable, **Exhibit A** is hereby incorporated as a part of this Permit.

(B) This Permit does not authorize any activity on privately owned property. Should Permittee’s activities encroach beyond the boundaries of the Right-of-Way covered under this Permit or otherwise exceed the jurisdictional authority of the County; Permittee shall obtain written consent from any owners of property abutting the Right-of-Way before beginning any work under this Permit.

(C) This Permit is subject to ORS Chapter 374 and incorporates the following rules adopted by Multnomah County pursuant to Multnomah County Code Chapters 27 and 29:

1. **The Multnomah County Road Rules (MCRR)**, dated March 27, 2018 or as the MCRR shall be amended, and
2. **The Multnomah County Design and Construction Manual (DCM)**, and as the DCM shall be amended.

(D) For purposes of this Permit, the term “Permittee” shall refer to all parties acting under this Permit, including the property owner, the developer (if different than the owner) and any contractor responsible for or performing the work authorized under this Permit. All such parties acting through authorized representatives with the authority to bind each party shall sign this Permit. No action or work of any kind may proceed under this Permit without the binding signatures of all the parties as Permittees. The use of the term “Permittee” or “Permittees” in this Permit shall be used interchangeably and shall not be intended to limit the number of parties that are Permittees on this Permit.

2. (A) The County contact to coordinate work activities on the Right-of-Way shall be: phone: [\(503\) 988-3582](tel:5039883582), e-mail: ROW.Permits@multco.us, or as listed in [Miscellaneous Provisions](#).

(B) Permittee contact person shall be listed on the cover page or under the Miscellaneous Provisions.

3. (A) Prior to beginning any work or activities under this Permit, the Permittee shall confirm in writing to the County that all Permittees have obtained a commercial general liability insurance policy that provides: (i) for a combined single limit of not less than \$1,000,000 per each incident or occurrence, and with an annual aggregate limit of not less than \$2,000,000 ; (ii) for extended reporting period coverage for claims made within two years after the activities, work or associated work authorized under this Permit is completed; (iii) for the County, its officers, employees and agents to be named as additional named insureds for all activities, work or associated work being authorized under this Permit. This Permit is automatically revoked without further action if the insurance is permitted to lapse, is canceled, or for any other reason becomes inoperative. Insurance policy limits quoted herein are minimums set for 2014 and shall be subject to County review and adjustment annually.

(B) Alternatively, if Permittee is self-insured for the risks for which insurance is required under this Permit, and if Permittee’s self-insurance verification is submitted to the County, Permittee shall not be required to procure insurance as required under Subsection 3(A). For the duration of this Permit, Permittee shall annually provide written verification of self-insurance to the County. This requirement may be waived for governmental entities who have previously provided their verification of self-insurance.

4. (A) To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, the Permittee agrees to defend, indemnify, and hold harmless the County, its officers, employees, and agents (the "Indemnitees") from all claims, demands, suits, liabilities, damages, losses, costs, or expenses including, but not limited to, attorney's fees:

1. that the Indemnitees may sustain or incur on account of any damage to or destruction of any property that the County may own or in which it may have an interest;
2. on account of any damage to or destruction of any property belonging to any person, firm or corporation; and
3. on account of any damage resulting from injury to or death of any person or persons,

which arise out of or are in any way connected with the activities conducted or work performed under this Permit by the Permittees, their officers, employees, contractors, agents, or invitees.

(B) To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, the Permittees agree to defend, indemnify, and hold harmless the Indemnitees from all claims, demands, suits, liabilities, damages, losses, costs, or expenses which arise out of or are in any way connected with the use, generation, manufacture, storage, discharge, release, disposal, transportation, or possession of Hazardous Materials by the Permittee, its, employees, contractors, agents, lessees, or invitees at any time during the term of this Permit at the Permit Site. "Hazardous Materials" means:

(a) any petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes, wastes or substances or any other materials or pollutants which:

- (1) pose a hazard to the Permit Site or to persons on or about the Permit Site, or
- (2) cause the Permit Site to be in violation of any federal, state, or local law, ordinance, regulation, code, or rule relating to Hazardous Materials;

(b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers, or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million;

(c) any chemical, material, or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "waste" or "toxic substances," or words of similar import under any applicable local, state, or federal law or under the regulations adopted or publications promulgated pursuant thereto including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and

(d) any other chemical, material or substance, exposure to which is prohibited, limited, or regulated by any governmental authority or may or could pose a hazard to the health and safety of the owners and/or occupants of property adjacent to or surrounding the Permit Site.

(C) The Permittees obligations under Section 3 and Section 4 herein, shall survive the termination of this Permit to the fullest extent as allowed or recognized under applicable law, statutes, codes or regulations.

5. Traffic control is the responsibility of the Permittee and shall be performed in accordance with the Manual of Uniform Traffic Control Devices and Oregon Supplements. The Permittee shall submit a copy of the traffic control plan for County review and approval not less than five working days prior to the date the activities or work authorized under this Permit are scheduled to begin. Work or activities shall not begin until written approval of the traffic control plan is obtained from the County Engineer or the County Engineer's designate.
6. The Permittee shall provide the name and telephone contact number for its Project inspector and a 24-hour emergency telephone number(s) for its contractor prior to beginning activities or work under this Permit.

7. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center (the “Center”). Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the Center. The telephone number for the Center is (503) 232-1987.
8. No modification shall be made to any fixture or installation as shown on Exhibit A and authorized under this Permit without prior approval from the County.
9. The Permittee shall restore the Right of Way to an equal or better condition than existed prior to the activities or work authorized under this Permit. The Permittee is responsible for quality control of all demolition or new construction made to the Right of Way. The County may perform spot inspections to monitor quality control. The Permittee shall correct all construction work that does not conform to County standards. The County may require additional work to return the Right of Way to “as good” or “better” condition.
10. The Permittee shall be in compliance with all federal, interstate, state, regional, and local laws, regulations, rules, and ordinances, pertaining to all the activities or work performed under this Permit including, but not limited to, obtaining all necessary and applicable construction and erosion control permits and approvals prior to beginning the activities or work authorized under this Permit and compliance with all applicable business licenses, OSHA rules and regulations.
11. County shall have the right, without notice, at any time including during any of Permittee’s activities or work of any kind in the Right of Way, to enter and occupy the entire or any part of the Right of Way for the purpose of inspecting, maintaining, repairing, renewing, replacing or reconstructing the Right of Way, or any replacement facility thereto as County in its sole discretion shall deem necessary and appropriate.
12. County’s activities described in Section 11 may require Permittee or its officers, employees, contractors, agents, vendors, lessees, sub-lessees or invitees (collectively “Permittee Parties”) to remove any fixtures, installations or personal property including but not limited to , vehicles, machines, tools and equipment from the Right of Way. Upon entry, County shall, without liability to Permittee Parties, have the right to remove any such fixtures, installations or personal property from the Right of Way as may be necessary to accomplish the required work. County shall have no obligation to restore or repair any improvements removed or damaged in the performance of County’s work. Permittee Parties agree that County shall have no obligation to restore the Right of Way or Permittee Parties’ improvements and County shall have no liability to Permittee Parties for any disruption of Permittee Parties’ business, for loss of Permittee Parties’ real or personal property, for Permittee Parties’ lost profits or for any other loss incurred by Permittee Parties as a result of such entry or as a result of Permittee Parties being required to vacate the Right of Way pursuant to the terms of this Section 12.
13. Either Subsection 13 (A) or (B) shall be applicable depending on the location.

(A) For Certain Utility Work in Roads in Unincorporated Areas: If this Permit has been issued in connection with work done in the public road that is authorized pursuant to the provisions of ORS 758.010(1) “...to construct, maintain and operate its water, gas, electric or communication service lines, fixtures and other facilities...” along said public road; the County reserves all the rights under ORS 758.010(2) to direct the Permittee to relocate any such fixture, line or facility in the subject public road.

(B) For Other Uses and For Uses in Roads in Cities: The County reserves the right to **revoke this Permit at any time** in the event the County determines the permitted work or activities, including any fixtures, installations or personal properties in the Right of Way; are in conflict with a County improvement project; public need requires it, or the Permittee fails to comply with the conditions of this Permit. No expenditure of money, lapse of time, or other act or thing shall operate as an estoppel against the County or be held to give the Permittee any vested or other right. Upon revocation of this Permit, the Permittee shall within 30 days of receiving notification, remove, relocate, or abandon (if consented to by the County), all fixtures, installations or personal property in the Right of Way and restore the Right of Way as directed by, and to the satisfaction of, the County.

14. Consistent with ORS 374.309:

(A) The Permittee shall bear the duties imposed under ORS 374.315 to ORS 374.320 with respect to maintenance, repair or removal, as applicable to the type of Project authorized under this Permit, and such duties shall include any work on adjacent property affected by the permitted work

(B) The Permittee shall complete the work in a timely manner to the satisfaction of the County and as may be described elsewhere in this Permit. Any substantial change in scope of work requiring further County resources will result in additional fees in accordance with the adopted fee schedule and the MCRR. Any additional work required by the Permittee to correct or repair damages caused by the Permittee's activities will be subject to the same time limits as the original work unless the County grants additional time.

(C) As provided in the MCRR Subsections 18.250 D. and 18.700, the County may require surety bonds as performance and maintenance guarantees if deemed necessary by the County Engineer for the work proposed under this Permit.

(D) As provided in the MCRR Subsection 18.135: "The time limits provided in a permit to complete construction, placement, installation or similar activities shall be controlling; if the authorized activities are not completed within the specified time the permit shall expire. A permit may be extended at the discretion of the County Engineer for good cause shown upon timely written request of the permittee prior to the original expiration date and the payment of any applicable extension fee as established by the Board of County Commissioners." The County may require a schedule for work completion and assess damages for delays. Damages resulting from delays may include but are not limited to impacts to County capital projects, community impacts, and additional County resources.

(E) As provided by MCRR Subsection 18.475 B., in the event the Permittee fails to perform and the County incurs reasonable and necessary expense to correct, mitigate, or abate damages related to the Permit, the Permittee shall reimburse the County within 10 days of receiving a bill.

(F) As provided by MCRR Subsection 18.450, the County reserves the right to stop the activities or work performed under this Permit for failure to comply. All costs associated with activities or work stoppage or revocation as provided herein are the responsibility of the Permittee, and all costs shall be borne by the Permittee.

(G) As provided in the MCRR Subsection 18.130: "A permit may be revoked at any time by mutual consent; for failure of the applicant to abide by the terms and conditions of the permit as determined in the sole discretion of the County Engineer; to protect public safety or to serve the best public interest as determined by the County Engineer; or by the operation of law."

15. (A) Miscellaneous Provisions.

(B) Permittee's Initials for Signature: _____

(Add any specific special terms or conditions unique to the Permit Site here. Permittee must initial here to indicate acceptance of the additional special terms and conditions. Add additional sheets as necessary.)